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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 OF 5 |
| 2. AMENDMENT/MODIFICATION NO. P00054 | 3. EFFECTIVE DATE SEE BLOCK 16C. | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | |
| 6. ISSUED BY CODE | N00039 | 7. ADMINISTERED BY (If other than Item 5) CODE | | |
| SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: 02-N Debra L. Streufert 2231 Crystal Drive, Suite 400 Arlington, VA 22212-3721 PHONE: 703.685.5508 | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) | | (4) | 9A. AMENDMENT OF SOLICITATION NO. | |
| ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE HERNDON, VA 20171 ATTN: NMCI CONTRACTS | | | 9B. DATED (SEE ITEM 11) | |
| | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000 | |
| | | | 10B. DATED (SEE ITEM 11) 06 October 2000 | |
| CODE 1U305 | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
NOT APPLICABLE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**



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| (4) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.212-4 (CHANGES) |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

-SEE HEREIN-

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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|---|---------------------------------|--|-------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Keith Spencer, NMCI Contract Manager | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Debra L. Streufert, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED 21 NOV 2002 | 16B. UNITED STATES OF AMERICA BY  | 16C. DATE SIGNED 22 NOV 02 |

The purpose of this modification is to add provisions for Desktop Support, Desktop Refresh, Assumption of Responsibility (AOR) and Remote User Credit and related payments. Accordingly, the contract is hereby modified as follows:

1. In Part One, "Continuation of SF 1449", Tables Two through Ten, add the following:

| <u>Item</u> | <u>Service</u> | <u>Monthly Service Price</u> | <u>Service Price/Program Year</u> |
|-------------|---|------------------------------|-----------------------------------|
| 0041 | Program Phases | | |
| 004101 | Desktop Support (See Note M) | 15% | N/A |
| 004102 | Desktop Refresh (See Note M) | 65% | N/A |
| 004103 | Desktop Refresh with Gold Disk (See Note M) | 70% | N/A |
| 004104 | Assumption of Responsibility (See Note N) | 85% | N/A |
| 004105 | Remote User Credit (See Note O) | -\$16.67 | N/A |

2. In part One, Continuation of SF 1449", Tables Two through Ten, delete Items 0001AE and 0101AE.

3. In the Notes section following the line item tables, add the following:

NOTE M: Desktop Support or Desktop Refresh (as defined in Attachment 1, "Statement of Objectives", subparagraphs 2.1.1 and 2.1.2) shall only be ordered, prior to full AOR, in conjunction with orders for any data seat (CLINs 0001 – 0004). Payment for Desktop Support or Desktop Refresh shall be made in accordance with Part Two, section 5.9, "Payment". Desktop Refresh may be ordered with either an image of the existing desktop applications (004102) as provided by the Government customer or with the Gold Disk software (004103). Gold Disk software consists of all elements available on the then current Gold Disk software version. If ordered, Desktop Refresh will be ordered for no less than a four (4) month period prior to the start of AOR. Government and Contractor can mutually agree to adjust the terms of each Desktop Refresh on a case-by-case basis.

NOTE N: Assumption of Responsibility (as defined in Attachment 1, "Statement of Objectives", subparagraphs 2.1.3) shall only be ordered in conjunction with orders for contract line items subject to service level agreements (SLAs) performance.

NOTE O: Remote User, as defined in Attachment 1, Statement of Objectives", subparagraph 2.1.4, shall only be ordered in conjunction with orders for SCLINs 0001AA, 0001AB, 0001AC or 0001AD.

4. Under Part Two, Section 2.1, "Minimum Quantities", revise paragraph a. to read:

- a. The specified 'minimum quantities' for various IT services set forth in Tables One through Ten of this contract represent the best estimate of minimum requirements for each Program year of contract performance. The parties recognize that actual usage of such IT services is extremely difficult to predict and that usage will necessarily vary from month to month during the period of this contract.

Therefore, it is understood and agreed that the Government will be deemed to have satisfied its obligation to order the specified "Minimum Requirements" for each Program Year in which the total dollar value of orders issued for IT services equals or exceeds the "Minimum Requirements" set forth at the end of the table for each Program Year, except for CLINS 0024-0026 and 0029 from FY04 and beyond, as set forth in 2.1h, below. This shall be true (i) regardless of whether or not the specified 'minimum quantity' for each CLIN is actually ordered, and (ii) without regard to reductions which might apply to payments made under the contract pursuant to section 5.9, "Payment" and/or section 6.15, "Credit Terms",.

5. Delete section 5.9, "Payment", in its entirety and replace it with the following:

5.9 PAYMENT

5.9.1 Payment will be made, as services are provided, at the prices specified in Part One of this contract, 30 days from receipt of an acceptable invoice.. The contractor shall electronically submit invoices to the Defense Finance and Accounting Service (DFAS) according to the instructions contained in each order.

5.9.2 The Contractor shall provide services for aspects of Government IT assets and be compensated at an increasing rate, as more financial responsibility is assumed as follows:

5.9.3 Desktop Support and/or Desktop Refresh

Desktop Support or Desktop Refresh (as defined in Attachment 1, "Statement of Objectives", subparagraphs 2.1.1 and 2.1.2) shall only be ordered in conjunction with data seats (CLINs 0001 – 0004). The extended price for the SCLIN shall reflect the Desktop Support/Refresh amount, which shall equal the amount of Government liability to the Contractor during the desktop phase. This shall also be the amount obligated under each order issued for these items.

If the dates for each phase are not known at the time the order is placed, the order will be modified as the dates are established with the appropriate additional funding obligated at the time the modification is issued. The order shall be funded for the remainder of the fiscal year at the amount of the phase ordered. Orders shall be modified at least 30 days in advance to permit adequate processing time.

5.9.3.2 Assumption of Responsibility

Assumption of Responsibility (as defined in Attachment 1, "Statement of Objectives", subparagraphs 2.1.3) shall only be ordered in conjunction with contract line items subject to service level agreement (SLA) performance. During this transition period, the Contractor will be paid 85% of the agreed upon price per seat for configurations and will not be eligible for incentive payments. At the time when the Contractor meets or exceeds the service level agreements for the ordered segment and associated CLINs, the Contractor will be compensated at 100%. For purposes of this clause, AOR shall begin on the date the Contractor assumes responsibility for the operation of the existing IT infrastructure, as specified in the applicable order, and ends at the time the Contractor demonstrates, and the Government concurs, that all SLAs are being met for all applicable seats included within the ordered segment.

5.9.3.3 Full Performance

Under CLINs with no SLAs associated with performance, the Contractor will be compensated at the full value of the CLIN. For CLINs with corresponding SLAs, at the time the Contractor meets or exceeds the SLA for the ordered segment and associated CLINs, the Contractor will be paid the full price of the CLIN.

5.9.4 In the event that services for one or more existing services (including all seats) are deleted as mutually agreed to by both parties, the Contractor shall be entitled to payment only though the actual time the services were provided.

6. Under Attachment 1, "Statement of Objectives", paragraph 2.1, "Data Seats", add subparagraphs 2.1.1, 2.1.2 and 2.1.3 as follows"

2.1.1 Desktop Support

Desktop Support may be ordered in conjunction with any data seat prior to the start of Desktop Refresh. During this phase, the Contractor assumes responsibility for the existing desktop hardware and will assure that the equipment remains operational by providing maintenance including repair and/or replacement of any hardware items that break.

2.1.2 Desktop Refresh

Desktop Refresh may be ordered in conjunction with any data seat prior to the start of AOR. During a Desktop Refresh (as defined below), the Contractor will refresh the desktop hardware, load the new desktop with legacy applications, connect the new desktop to the existing legacy network, begin to test and certify rationalized legacy applications, provide helpdesk support for the refreshed hardware to provide additional capability beyond that of the 'as is' configuration and begin to process security approvals. The Contractor will not operate and maintain legacy networks, build new infrastructure or support legacy hardware. During AOR to cutover, the Contractor will replace the software on the refreshed hardware and provide the correct connectivity to the NMCI network but will not replace the desktop unit. However, sites may choose to have the software from the Gold Disk imaged on the desktop in addition to, or instead of having the current applications imaged onto the new desktop (004103). In this situation, sites are responsible to ensure that current rationalized legacy applications are compatible with Windows 2000 operating system. The hardware refresh cycle, in accordance with Part Two, Section 6.16, "Technology Improvements and Refresh", and in accordance with Attachment 2 (SLA 36C and 36D) begins at Desktop Refresh.

2.1.3 Assumption of Responsibility

The Contractor shall assume responsibility for the operation of the existing infrastructure in accordance with the requirements of the order. The Contractor shall transition the existing infrastructure, without loss of service, to performance specified in this contract. This applies to any items subject to service level agreements. At this point, title and ownership of all required desktop and network assets are transferred to the Contractor.

2.1.4 Remote User – Fixed Workstation Seat

This fixed workstation seat provides a monthly price reduction for remote user workstations at a result of relaxed service levels. This does not delete any basic services but rather changes the values associated with the SLAs.

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A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged, and in full force and effect.